



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

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June 21, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO FILL THREE NEW POSITIONS SUBJECT TO ALLOCATION BY THE CHIEF
EXECUTIVE OFFICE AND TO EXECUTE A SOLE SOURCE AGREEMENT WITH AGILENT
TECHNOLOGIES, INCORPORATED EFFECTIVE UPON BOARD APPROVAL THROUGH
DECEMBER 31, 2014
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval to fill three new positions funded by the Centers for Disease Control and Prevention, subject to allocation, to support the Department of Public Health's Tuberculosis Control Program and execute a sole source agreement with Agilent Technologies, Incorporated for critical maintenance and repair services for equipment located at the Department of Public Health's Public Health Laboratory.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Public Health (DPH), or his designee, to fill one new Full Time Equivalent (FTE) Public Health Nursing Supervisor (PHNS) position, one new FTE Research Analyst II (RA II) position, and one as-needed Student Worker (SW) position, in excess of that which is provided for in the DPH staffing ordinance pursuant to Section 6.06.020 of the County Code, and subject to allocation by the Chief Executive Office (CEO). These positions are 100 percent offset by funds from the Centers for Disease Control and Prevention (CDC) Notice of Award (NA) Number 5U52PS900455-30 to support tuberculosis (TB) elimination and laboratory services.



BOARD OF SUPERVISORS

Gloria Molina
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#16 JUNE 21, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

2. Approve and instruct the Director of DPH, or his designee, to execute a sole source agreement, substantially similar to Exhibit I, with Agilent Technologies, Incorporated (Agilent), for critical maintenance and repair services for equipment located at DPH's Public Health Laboratory (PHL), effective upon Board approval through December 31, 2011, with provision for three one-year automatic renewal periods through December 31, 2014, for a total County maximum obligation of \$38,239, 100 percent offset by funds from the CDC NA Numbers 5U52PS900455-30 to support TB elimination and laboratory services and 5U90TP917012-10 Revised which supports DPH's preparedness and response for bioterrorism.
3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Agilent Agreement, that allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the agreement through March 31, 2015; and/or provide an internal reallocation of funds between budgets, an increase, or a decrease in funding up to 10 percent above or below each term's annual base maximum obligation, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommendations supports the TB Control Program (TBCP), and the maintenance and repair of the Gas Chromatography-Mass Spectrometer (GCMS) and the High Performance Liquid Chromatography (HPLC) equipment, utilized by DPH's Chemical Terrorism Response Program and the Mycobacteriology/Mycology Section of the PHL, respectively.

Authorization to fill three new positions will permit TBCP to strengthen and improve the quality of care of TB patients by placing an emphasis on policy development, program planning, and operational efficiencies. The requested three positions are: PHNS, RA II, and SW.

Under the direction of the existing Nurse Manager, the PHNS will supervise five PHNs within TBCP. The PHNS will assist with the development, evaluation, and modification of the nursing component of the Patient Service/Reporting Liaison PHN unit and will assist with determining the personnel, equipment, and other operating costs required to meet unit objectives. The RA II will focus on countywide policy development and program planning and will also re-evaluate existing policies, convene focus groups, and re-develop policies, some of which may have the potential to reduce costs associated with the delivery of TB clinical services in the public and private sectors. The SW will provide clerical and data entry support within the TB Registry unit; a unit which is responsible for processing a high volume of patient records.

Agilent is the manufacturer of the highly complex state-of-the-art HPLC and GCMS equipment purchased in 2002 and 2004, respectively, utilized in the PHL. The HPLC is utilized by the Mycobacteriology/Mycology Section for specialized TB testing. The GCMS is utilized by the Chemical Terrorism Response Program of the PHL for chemical testing and detection of specific components in liquids and gas mixtures. Since the time of purchase, Agilent has been providing service maintenance for this equipment through a purchase order (PO). As of December 2010, the PO threshold was reached and a conversion to a standard agreement is needed to continue the service maintenance of this equipment. Critical maintenance and repair services for the equipment have been delayed until the recommended agreement is executed.

Since this is a maintenance agreement, advance payment must be provided in order to obtain service for these critical pieces of equipment. Therefore, the payment schedules within the

agreement identify that Agilent will invoice DPH at the start of each budget period.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Funds from CDC NA Number 5U52PS900455-30 in the amount of \$363,697 will support the new personnel items requested for TBCP.

The total County maximum obligation for the Agilent agreement is \$38,239; \$19,173 will be fully offset from CDC NA Number 5U90TP917012-10 Revised for equipment utilized by the Chemical Terrorism Response Program of the PHL; and \$19,066 will be fully offset from CDC NA Number 5U52PS900455-30 for the HPLC equipment utilized for TB testing.

Funding is included in DPH's fiscal year (FY) 2010-11 Adopted Budget and is being requested in FY 2011-12 Final Changes and future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 13, 2011, DPH accepted NA Number 5U52PS900455-30 in the amount of \$3,794,127, representing 75 percent of the anticipated \$5,058,835 for calendar year 2011 to support the TBCP's tuberculosis elimination and laboratory services. The remaining 25 percent will be awarded subsequent to approval of the federal appropriation bill.

On March 14, 2011, DPH accepted NA Number 5U90TP917012-10 Revised (Amendment 6) which authorized the redirection of funds within the three Public Health Emergency Preparedness grant areas: Base, Cities Readiness Initiative, and Pandemic Influenza, for the period of August 10, 2009 through August 9, 2011. Under the Base grant area (Other budget category) a total of \$577,992 out of the total grant award amount of \$48,781,512, has been designated for miscellaneous expenditures including laboratory equipment maintenance agreements.

CDC NA Number 5U52PS900455-30 supports the new personnel items requested by TBCP. Individuals hired for these items will be informed that this is a grant funded project. When the grant expires and/or if it is reduced, TBCP will mitigate positions funded by this grant wherever possible, or eliminate or reduce, as appropriate.

During contract negotiations, Agilent notified DPH that it would not enter into an agreement with the County unless the following two standard County contract provisions: "Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List" and "Consideration of Hiring Gain/Grow Program Participants", were removed. DPH consulted with County Counsel and based on the need for these services, DPH modified the recommended sole source agreement to remove these two contract provisions.

County Counsel has approved Exhibit I as to use.

Attachment A is the signed Sole Source Checklist.

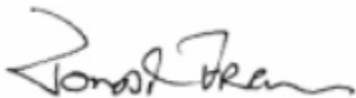
CONTRACTING PROCESS

Agilent has been the contracted maintenance and repair services vendor for Agilent-manufactured scientific equipment via the County's PO process due to its unique knowledge of the equipment and its ability to troubleshoot instrumentation problems effectively. As such, the Internal Services Department has already deemed sole source status to Agilent to provide equipment maintenance and repair services for other Agilent-manufactured equipment in the PHL through the prior PO process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will support TBCP and will allow DPH to continue to obtain maintenance and repair services for critical equipment within DPH's PHL.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisor

Contract No. _____

LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2011,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

AGILENT TECHNOLOGIES,
INCORPORATED (hereafter
"Contractor")

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors ("Board") the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; who under this Agreement is the Director of Department of Public Health (hereafter "DPH" or "Department"), in order to prevent the spread of occurrence of communicable contagious and infectious diseases within the jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the Director of County's DPH, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.069 for the Public Health Preparedness and Response to Bioterrorism

Project and Catalog of Federal Domestic Assistance Number 93.116 for the Tuberculosis Elimination and Laboratory Services Project which a portion of these funds has been designated for Contractor; and

WHEREAS, County has limited staff with the expertise to perform and complete this work within the required time line of this Agreement; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services described hereunder; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement is effective upon Board Approval, and shall continue, in full force and effect unless sooner canceled or terminated as provided herein through December 31, 2011. Said Agreement shall thereafter be automatically renewed for one (1) year terms for a maximum of three (3) years, without further action by the parties hereto, until midnight December 31, 2014.

B. In any event, this Agreement may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other party. Further, County may also suspend the

performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibit "A-1", Scope of Work (Gas Chromatography – Mass Spectrometer) and Exhibit "B-1", Scope of Work (High Performance Liquid Chromatography), which are attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon Board Approval through August 9, 2011, the maximum obligation of County for all services provided hereunder shall not exceed One

Hundred Thousand, One Hundred Twenty-Five Dollars (\$1,125), as set forth in Schedule "A-1", for services provided under Exhibit A-1, attached hereto and incorporated herein by reference.

B. Effective upon Board Approval through December 31, 2011, the maximum obligation of County for all services provided hereunder shall not exceed Three Thousand, Four Hundred Eighty-Three Dollars (\$3,483), as set forth in Schedule "B-1", for services provided under Exhibit B-1, attached hereto and incorporated herein by reference.

C. During the period effective August 10, 2011, through August 9, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Nine Thousand, Twenty-Four Dollars (\$9,024), as set forth in Schedule "A-2", for services provided under Exhibit A-1, attached hereto and incorporated herein by reference.

D. During the period effective January 1, 2012, through December 31, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Five Thousand, One Hundred Eighty-Five Dollars (\$5,185), as set forth in Schedule "B-2", for services provided under Exhibit B-1, attached hereto and incorporated herein by reference.

E. During the period effective August 10, 2012, through August 9, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Nine Thousand, Twenty-Four Dollars (\$9,024), as set forth in Schedule

"A-3", for services provided under Exhibit A-1, attached hereto and incorporated herein by reference.

F. During the period effective January 1, 2013, through December 31, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Five Thousand, One Hundred Ninety-Nine Dollars (\$5,199), as set forth in Schedule "B-3", for services provided under Exhibit B-1, attached hereto and incorporated herein by reference.

G. During the period effective January 1, 2014, through December 31, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Five Thousand, One Hundred Ninety-Nine Dollars (\$5,199), as set forth in Schedule "B-4", for services provided under Exhibit B-1, attached hereto and incorporated herein by reference.

4. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative

expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.

C. Invoice(s) shall be submitted directly to the submitted directly to the Public Health Laboratory, 12750 Erickson Avenue, Downey, California 90242, after execution of this Agreement. Invoice shall include any required report and/or data.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to ten percent (10%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph will not be retroactive, but will apply to future services following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the

applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have

terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising

from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) issued on a current edition of ACORD 25, meeting the requirements of this contract , and a copy of the endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County upon Contractor's policy expiration.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, , the amounts of any self-insured retentions exceeding fifty thousand (\$50,000) dollars,.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health
Contract Monitoring Division
5555 Ferguson Drive, Suite 201
Commerce, California 90022

Attention: Chief of Contract Monitoring

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed

against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein, to the extent of liability assumed under this Agreement. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor shall provide not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage, to the extent of Contractor's liabilities assumed under this Agreement.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement, to the extent of Contractor's liabilities assumed under this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any such program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
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Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written

approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability,

damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to

its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 2850 Centerville Road, Wilmington, Delaware 19808, Contractor's business telephone

number is (800) 227-9770, facsimile (FAX) number is (302) 633-8953, and electronic Mail (e-mail) address is Iscacontracts@agilent.com. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Public Health Laboratory
12750 Erickson Avenue
Downey, California 90242

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Agilent Technologies, Incorporated
2850 Centerville Road
Wilmington, Delaware 19808

Attention: Contracts Department

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

AGILENT TECHNOLOGIES,
INCORPORATED.

By Samantha Grazier Contractor
Signature

Samantha Grazier
Printed Name
Title Contracts Specialist
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Patricia Gibson, Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

AGILENT TECHNOLOGIES, INCORPORATED

LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT

AGILENT TECHNOLOGIES
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT
ADDITIONAL PROVISIONS

Paragraph	TABLE OF CONTENTS	Page
1.	ADMINISTRATION:.....	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE AND REAL PROPERTY DISCLOSURE:	1
4.	NONDISCRIMINATION IN EMPLOYMENT:	4
5.	FAIR LABOR STANDARDS ACT:	7
6.	EMPLOYMENT ELIGIBILITY VERIFICATION:	7
7.	RECORDS AND AUDITS:	8
8.	REPORTS:	14
9.	CONFIDENTIALITY:.....	14
10.	CONTRACTOR’S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:	15
11.	RESTRICTIONS ON LOBBYING:	16
12.	UNLAWFUL SOLICITATION:	17
14.	CONFLICT OF INTEREST:	18
15.	PURCHASES:.....	19
16.	RETURN OF COUNTY MATERIALS:.....	21
17.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:.....	21
18.	DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:.....	22

19. STAFFING AND TRAINING/STAFF DEVELOPMENT:22

20. INDEPENDENT CONTRACTOR STATUS:23

21. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT: ...24

22. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR
IMPROPER CONSIDERATIONS, AND CONVENIENCE:.....24

23. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER
THE INFLUENCE:28

24. NOTICE OF DELAYS:28

25. AUTHORIZATION WARRANTY:29

26. WAIVER:.....29

27. SEVERABILITY:.....29

28. GOVERNING LAWS AND JURISDICTION AND VENUE:.....29

29. SOLICITATION OF BIDS OR PROPOSALS:30

30. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:..
.....30

31. COUNTY'S QUALITY ASSURANCE PLAN:.....31

32. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....31

33. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY
FUNDED PROGRAM:33

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME
CREDIT:34

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:34

36. DEFAULTED PROPERTY TAX REDUCTION PROGRAM37

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS (45 C.F.R. PART 76):38

38. RULES AND REGULATIONS:39

39. COVENANT AGAINST CONTINGENT FEES:39

40. RECYCLED CONTENT BOND PAPER:40

41. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:40

42. SAFELY SURRENDERED BABY LAW:42

43. CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE:43

ADDITIONAL PROVISIONS

AGILENT TECHNOLOGIES

LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT

1. **ADMINISTRATION:**

County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. **FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE
AND REAL PROPERTY DISCLOSURE:**

A. **Form of Business Organization:** Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

- (1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and by-laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.
- (4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be

providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written

procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall

take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with

any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this agreement for a minimum period of five (5) years following the expiration or prior termination of this Agreement. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility

determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, aAll such records shall be made available during normal business hours within (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Public Health ("DPH") – Contract Monitoring Division; and with the Chief of the County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the

County's DPH – Department of Public Health – Financial Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000)

or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

8. REPORTS:

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

9. CONFIDENTIALITY:

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local

laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

10. CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:

It is the intention of the parties that Contractor will provide the County with deidentified data. Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify Executive Director of the Emergency Preparedness and Response Program that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

11. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of an agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates

required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement.

14. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which

create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

15. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such

furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may

request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

16. RETURN OF COUNTY MATERIALS:

At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

17. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

18. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determined by Director, shall be repaid by Contractor upon demand.

19. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, which persons are appropriately qualified to perform services hereunder. Contractor

shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

20. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes,

or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

22. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and

whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5)

calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

23. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

24. NOTICE OF DELAYS:

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to

delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

25. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. WAIVER:

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

27. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

28. GOVERNING LAWS AND JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

29. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

30. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

32. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. FAILURE TO COMPLY WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

33. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may

exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the

debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon

receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

36. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers,

partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

40. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

41. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code),

Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

42. SAFELY SURRENDERED BABY LAW:

Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby

Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

6.7.11

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT
SCOPE OF WORK

CONTRACTOR NAME: AGILENT TECHNOLOGIES, INCORPORATED

TERM: Upon Board Approval through August 9, 2013

Goal: Provide technical equipment maintenance and repair service for gas chromatography—mass spectrometer (GC/MS) equipment located at the Public Health Laboratory (PHL). The service is intended to enable contingency of Chemical Terrorism testing operations.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
Provide technical maintenance service, support, and as-needed repair, for an Agilent Technologies gas chromatography—mass spectrometer which is in operation within the Chemical Terrorism Response Program at Los Angeles County Public Health Laboratory.	Agilent Technologies, Inc. provides maintenance and technical repair services for scientific equipment, thus enabling continuity of testing operations. Maintenance activities include a preventative maintenance visit, replacement of internal consumable parts, inspection and confirmation of appropriate equipment function, and as-needed technical troubleshooting related to hardware and firmware. Services shall be provided during normal business hours, between Monday and Friday, excluding national holidays.	Ongoing – Upon Board Approval through August 9, 2013	Maintenance reports provided upon completion of technical visits.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
Gas Chromatography-Mass Spectrometer – Emergency Preparedness and Response Program

Budget Period

Upon Board Approval through August 9, 2011

Duration – 7 weeks	\$1,125.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$1,125.00
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An invoice for the full term of this budget period will be submitted by Contractor upon execution of Agreement.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
Gas Chromatography-Mass Spectrometer – Emergency Preparedness and Response Program

Budget Period

August 10, 2011 through August 9, 2012

Duration – 12 months	\$9,024.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$9,024.00
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An invoice for the full term of this budget period will be submitted by Contractor upon execution of Agreement.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
Gas Chromatography-Mass Spectrometer – Emergency Preparedness and Response Program

Budget Period

August 10, 2012 through August 9, 2013

Duration – 12 months	\$9,024.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$9,024.00
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An invoice for the full term of this budget period will be submitted by Contractor upon execution of Agreement.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT
SCOPE OF WORK

CONTRACTOR NAME: AGILENT TECHNOLOGIES, INCORPORATED
TERM: Upon Board Approval through December 31, 2014

Goal: To obtain a service plan (Agilent Advantage Silver R-28R) that will include telephone support to isolate and resolve hardware and software problems, service center repair and on-site hardware troubleshooting and repair with standard response time for the High Performance Liquid Chromatography equipment. The service plan is for the equipment currently in use for identification purposes by Mycobacteriology section located at the Public Health Laboratory.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
Provide technical maintenance service, support, and as-needed repair, for an Agilent Technologies liquid chromatography which is in operation within the Mycobacteriology section at Los Angeles County Public Health Laboratory.	Agilent Technologies, Inc. provides maintenance and technical repair services for scientific equipment, thus enabling continuity of testing operations. Maintenance activities include a preventative maintenance visit, replacement of internal consumable parts, inspection and confirmation of appropriate equipment function, and as-needed technical troubleshooting related to hardware and firmware. Services shall be provided during normal business hours, between Monday and Friday, excluding national holidays.	Upon Board Approval through December 31, 2014	Maintenance reports provided upon completion of technical visits.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
High Performance Liquid Chromatography –Tuberculosis Control Program

Budget Period

Upon Board Approval through December 31, 2011

Duration – 6-months and 1 week	\$3,483.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$3,483.00
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An invoice for the this budget period will be submitted by Contractor upon execution of Agreement

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BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
High Performance Liquid Chromatography –Tuberculosis Control Program

Budget Period

January 1, 2012 through December 31, 2012

Duration – 12-months	\$5,185.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$5,185.00
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An invoice for this budget period will be submitted by Contractor upon execution of Agreement.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
High Performance Liquid Chromatography –Tuberculosis Control Program

Budget Period

January 1, 2013 through December 31, 2013

Duration – 12-months	\$5,199.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$5,199.00
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An invoice for this budget period will be submitted by Contractor upon execution of Agreement.

BUDGET

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LABORATORY EQUIPMENT MAINTENANCE SERVICES AGREEMENT**
High Performance Liquid Chromatography –Tuberculosis Control Program

Budget Period


January 1, 2014 through December 31, 2014

Duration – 12-months	\$5,199.00
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$5,199.00
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An invoice for this budget period will be submitted by Contractor upon execution of Agreement.

SOLE SOURCE CHECKLIST
Agilent Technologies, Incorporated

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	➤ Other reason. Please explain:
<p><u>Justification:</u></p> <p>Agilent Technologies, Incorporated (Agilent) has been the contracted vendor for existing scientific equipment manufactured by Agilent via the county's purchase order process due to its unique knowledge of the equipment and its ability to troubleshoot instrumentation problems effectively. As such, the Internal Services Department has already deemed sole source status to Agilent to provide equipment maintenance and repair to other Agilent-manufactured equipment in the Public Health Laboratory through the prior purchase order (PO) process. However, the PO threshold has been reached and a conversion to a standard agreement is needed to continue support and maintenance of the equipment.</p>	
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> <u>5/21/11</u> Date </div> </div>